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26 Receivable Fund, LP*

27  
28 **UNITED STATES BANKRUPTCY COURT**  
11  
12  
13 **DISTRICT OF NEVADA**

14 In re:  
15  
16 INFINITY CAPITAL MANAGEMENT, INC.  
17  
18 Debtor.

19 Case No.: 21-14486-abl  
20 Chapter 7

21 Adversary Case No. 21-01167-abl

22 HASELECT-MEDICAL RECEIVABLES  
23 LITIGATION FINANCE FUND  
24 INTERNATIONAL SP,

25 **DEFENDANT'S EX PARTE MOTION  
26 TO EXCEED PAGE LIMIT  
27 FOR REPLY TO PLAINTIFF  
28 HASELECT-MEDICAL  
RECEIVABLES LITIGATION  
FINANCE FUND INTERNATIONAL  
SP'S OPPOSITION TO TECUMSEH-  
INFINITY MEDICAL RECEIVABLE  
FUND, LP'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT  
AS TO CERTAIN DISPUTED  
RECEIVABLES**

29 Plaintiff,

30 v.  
31  
32 TECUMSEH-INFINITY MEDICAL  
33 RECEIVABLES FUND, LP,  
34  
35 Defendant.

36 Date: Ex Parte  
37 Time: Ex Parte

38 TECUMSEH-INFINITY MEDICAL  
39 RECEIVABLES FUND, LP,  
40  
41 Counter-Claimant,

1 v.

2 HASELECT-MEDICAL RECEIVABLES  
3 LITIGATION FINANCE FUND  
4 INTERNATIONAL SP,

5 Counter-Defendant.

6 HASELECT-MEDICAL RECEIVABLES  
7 LITIGATION FINANCE FUND  
8 INTERNATIONAL SP,

9 Counter-Claimant

10 v.

11 TECUMSEH-INFINITY MEDICAL  
12 RECEIVABLES FUND, LP,

13 Counter-Defendant.

14 Tecumseh–Infinity Medical Receivable Fund, LP (“Tecumseh”), through counsel of  
15 record, GARMAN TURNER GORDON LLP, submits this Ex Parte Motion To Exceed Page Limit  
16 for Reply (the “Reply”) to HASelect-Medical Receivables Litigation Finance Fund International  
17 SP’s (“HASelect”) Opposition (“Opposition”) [ECF No. 122] to Motion for Partial Summary  
18 Judgment as to Direct Purchase Receivables [ECF No. 90] (the “MPSJ”). This Motion is made and  
19 based upon Local Rule 9014(e) and the pleadings and papers on file in this case.20 Good cause exists to extend the page limit for the Reply. The MPSJ involves a dispute  
21 regarding 4,190 medical receivables with a collective face amount in excess of \$19 million.  
22 Tecumseh attached exhibits to the Motion establishing the nature of the receivables and its  
23 entitlement to partial summary judgment. In preparing its response to the MPSJ, HASelect sought  
24 and obtained leave of Court—based upon representations of the case’s complexity—to exceed the  
25 page limit for its Opposition, ultimately filing a thirty-five-page brief (excluding exhibits). [ECF  
26 No. 127]. Additionally, HASelect proffered the declarations of Bart Larsen and Michael Griffin  
27 (“Declarations”) in support of the Opposition.

28 As addressed in the Reply, the scope of the Opposition and Declarations far exceeds the

1 issues Tecumseh raised in the MPSJ. This includes HASelect's assertion of allegations that are  
 2 neither supported, genuine, nor material.

3 Adequately addressing the substantive issues within the contemplation of the MPSJ and  
 4 the immateriality of the extraneous factual issues HASelect raised in the thirty-five-page  
 5 Opposition will require Tecumseh to exceed the 15-page limit for the Reply permitted by Local  
 6 Rule 9014(e)(1). Accordingly, Tecumseh requests leave to file its Reply with no more than 25  
 7 pages of legal and factual analysis and argument, excluding the case caption and certification of  
 8 mailing.

9 Based on the foregoing, Tecumseh respectfully requests that the Court enter an order in  
 10 substantially the same form as the proposed order attached hereto as Exhibit 1 granting Tecumseh  
 11 leave, pursuant to Local Rule 9014(e)(1), to file their Reply with no more than 25 pages of legal  
 12 and factual analysis and argument.

13 Dated this 21<sup>st</sup> day of October, 2022.

14 Respectfully submitted,

15 GARMAN TURNER GORDON LLP

16 By: /s/ Jared M. Sechrist \_\_\_\_\_  
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 30 *Receivable Fund, LP*

# EXHIBIT 1

# EXHIBIT 1

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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:

INFINITY CAPITAL MANAGEMENT, INC.

Debtor.

HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND  
INTERNATIONAL SP,

Plaintiff,

Case No.: 21-14486-abl  
Chapter 7

Adversary Case No. 21-01167-abl

**DEFENDANT'S EX PARTE MOTION  
TO EXCEED PAGE LIMIT  
FOR REPLY TO PLAINTIFF  
HASELECT-MEDICAL  
RECEIVABLES LITIGATION  
FINANCE FUND INTERNATIONAL**

1 v.  
2 TECUMSEH-INFINITY MEDICAL  
3 RECEIVABLES FUND, LP,  
4 Defendant.

**SP'S OPPOSITION TO TECUMSEH-  
INFINITY MEDICAL RECEIVABLE  
FUND, LP'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT  
AS TO CERTAIN DISPUTED  
RECEIVABLES**

5 TECUMSEH-INFINITY MEDICAL  
6 RECEIVABLES FUND, LP,  
7 Counter-Claimant,

Date: ExParte  
Time: ExParte

8 v.  
9 HASELECT-MEDICAL RECEIVABLES  
10 LITIGATION FINANCE FUND  
11 INTERNATIONAL SP,

12 Counter-Defendant.

13 HASELECT-MEDICAL RECEIVABLES  
14 LITIGATION FINANCE FUND  
15 INTERNATIONAL SP,

16 Counter-Claimant

17 v.  
18 TECUMSEH-INFINITY MEDICAL  
19 RECEIVABLES FUND, LP,  
20 Counter-Defendant.

21 The Court having considered Tecumseh-Infinity Medical Receivable Fund LP's Ex Parte  
22 Motion to Exceed Page Limit for Reply to Plaintiff HASelect-Medical Receivables Litigation  
23 Fund International SP's Opposition to Motion for Partial Summary Judgment as to Direct Purchase

24 ...

25 ...

26 ...

27 ...

1 Receivables<sup>1</sup> (the “ExParte Motion”), and good cause appearing therefore:

2 **IT IS HEREBY ORDERED** that the Ex Parte Motion is GRANTED, and Tecumseh may  
3 file its Reply to Opposition in excess of the page limits in LR 9014(e) to include a maximum of  
4 up to twenty-five (25) pages of factual and legal analysis and arguments.

5 **IT IS SO ORDERED.**

6 PREPARED AND SUBMITTED:

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<sup>1</sup> All capitalized terms take on the meaning ascribed to them in the Motion, unless otherwise  
28 defined herein.